MUSIC DISTRIBUTION AGREEMENT

Exclusive Master Use License Agreement

This Exclusive Master Use License Agreement ("**Agreement**") is by and between SUGO MUSIC GROUP, a division of Soundlink Entertainment LLC, located at 80 Cabrillo Highway N., Suite Q-429, Half Moon Bay, CA 94019 USA ("**Licensee**"), and You ("**Rights Holder**"), as entered in this Agreement.

The parties agree as follows:

SECTION 1. GRANT OF LICENSE

Rights Holder grants Licensee the rights to distribute, broadcast, sell, license, and administer (**"Distribute"**) sound recordings and audiovisual recordings (**"Masters")** that are owned or controlled by Rights Holder as such provided in Exhibit A (**"Exhibit A"**), in whole or in part direct to online, mobile, digital, electronic, satellite, and wireless service providers, channels, platforms, and retailers (**"Distribution Affiliates"**) that sell, copy, distribute, transmit, perform, synchronize or otherwise monetize Masters by any and all transmissions, media, and communication technologies (**"Media"**).

SECTION 2. CONSIDERATION

In consideration for the licensing of the Masters, Licensee shall pay a royalty (**"Payment"**) to Rights Holder as provided in Exhibit B (**"Exhibit B"**).

SECTION 3. ACCOUNTINGS; STATEMENTS; PAYMENTS

Statement of Account (**"Statement"**) will be submitted by Licensee to Rights Holder on a quarterly-annual basis by January 1, April 1, July 1, and October 1 of each calendar year. Payments shall be delivered to the address provided herein and will be sent to Rights Holder within 15 days after Statement is delivered. If the payment date falls on a weekend, the Payment will be sent on the following Monday or next business workday. Any Statement balance due under US$10.00 shall be rolled into the following quarter and paid only when the balance exceeds US$10.00. Payment is contingent on Licensee's receipt of Rights Holder's tax forms.

For Non-USA Rights Holders, Licensee will use its reasonable efforts to collect taxes owed on the royalties generated from the distribution and sale of Masters, and to remit tax payments on behalf of the Rights Holder to relevant government authorities.

Statement shall be subject to an audit by Rights Holder, but not more than once in each twelve (12) month period, at Licensee's principal place of business during normal business hours on no less than thirty (30) days prior written notice. Any objections to Statement or Payment submitted to Rights Holder shall be made within one (1) year of their submission, or all objections shall be barred.

SECTION 4. OWNERSHIP OF MASTERS

Nothing in this Agreement shall limit Rights Holder's ownership rights to the Masters. Rights Holder shall retain all copyrights and ownership rights of Masters, with respect to grant this license to Licensee under this Agreement.

SECTION 5. TERM

The term of this Agreement shall be two (2) years ("**Term"**) and will automatically renew unless notice is given to Licensee at least 90 days prior to the renewal date. If the Rights Holder's Master Recordings are licensed for synchronization in film, television, advertising, or other commercial productions during the Term of this Agreement, those licenses will continue for the duration of the applicable synchronization license, but only with respect to the specific productions covered by that license.

SECTION 6. SCOPE OF LICENSEE'S USE RIGHT

Licensee shall have the exclusive and universal right to Distribute Masters through Distribution Affiliates and Media, including promoting, marketing, advertising, performing, monetizing, and licensing the Masters.

SECTION 7. RIGHTS HOLDER'S WARRANTY

Rights Holder warrants that it: is free to enter into this Agreement; is not under any commitments or restrictions, contractual or otherwise, with third parties whose services, content, or licenses are embodied on the Masters, that prohibit or restrict Rights Holder's commitments and grant of rights to Licensee under this Agreement; has not sold, assigned, leased, or licensed Masters, or encumbered the rights granted to Licensee pursuant to this Agreement, and none of the

services, nor the services of anyone else retained by Rights Holder to perform on or provide work for the Masters, nor the use of Rights Holder's name and trademark, nor the use of the name and images of the musicians and producers whose services are embodied on the Masters, shall interfere or infringe with the rights of any other party, including without limitation, contract rights, copyrights, trademarks, service marks, logos, and rights of privacy and publicity, nor shall the Masters, their title, or contents constitute a libel or a slander of any person.

To protect the integrity of our platform and partners, Licensee reserves the right to remove any Master or suspend the Rights Holder's account if fraudulent, infringing, or unauthorized activity is identified. Royalties resulting from plagiarized, infringing, or unlicensed use of the Masters will not be paid. Any related costs, chargebacks, or liabilities incurred by Licensee may be deducted from any amounts otherwise payable to the Rights Holder.

SECTION 8. GENERAL

This Agreement constitutes the entire Agreement between Licensee and Rights Holder, and supersedes all prior agreements between both parties, whether oral or written, relating to the Masters, and may not be modified except in writing signed by both parties. This Agreement will be construed in accordance with the laws of the State of California. This Agreement may be executed in any number of counterparts, and delivered by facsimile or via E-Agreement, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

EXHIBIT A

Masters will be delivered to Licensee's Account Dashboard or FTP site (Licensee shall provide easy-to-use login access to Account Dashboard or FTP).

EXHIBIT B

A. BASIC ROYALTY AND LICENSING PAYMENT

For all income received from the distribution and exploitation of Masters that are generated from digital streams, digital downloads, synchronization, and other distributions, domestic and foreign, a sum equivalent to eighty percent (80%) of the income received by Licensee shall be paid to Rights Holder.

IN WITNESS WHEREOF, the parties have executed this Agreement in compliance with the Electronic Signatures in Global and National Commerce (ESIGN) Act and the Uniform Electronic Transactions Act (UETA) in the United States. Your electronic signature authorizes and approves this Agreement, a copy of which shall be available in Rights Holder's account dashboard or delivered via time-stamped email.

Licensee:
SUGO MUSIC GROUP, a division of Soundlink Entertainment LLC
80 Cabrillo Highway N., Suite Q-429, Half Moon Bay, CA 94019
USA

Rights Holder:

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SUGO MUSIC GROUP | MUSIC KNOWLEDGE CENTER

For the current online version, FAQs, and additional information:

View the Music Distribution Agreement →

Explore the Sugo Music Knowledge Center →

sugomusic.com